



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT2732MV-1 X 5

EFFECTIVE BEGIN DATE: 08-01-2001
EXPIRATION DATE: 11-30-2006
PAGE: 1 of 4



BUYER : BARBARA SULLIVAN
Barbara.Sullivan@iowa.gov
515-281-5922

FOB

PAYMENT TERMS (%): DAYS:

VENDOR:

Lason Systems Inc
22570 Network PI

Chicago, IL 60673-1225
USA

VENDOR CONTACT:

Brain Haberman

PHONE: 515-243-1300

EXT:

EMAIL: bhaberman@lason.com

VENDOR #: 38338480000

DESCRIPTION OF ITEMS CONTRACTED

MICROGRAPHIC IMAGING SERVICES PER ATTACHED.
SEE ATTACHED PRICE LIST dated March 7, 2006.

Note: The \$250 minimum is for any microfilming jobs where Lason is actually microfilming documents. If the nature of the work is lab-related such as processing, duplication, etc., the minimum charge is waived.

RENEWAL PERIODS

FROM 12-01-2006 TO 11-30-2006

THRESHOLDS

MINIMUM ORDER AMOUNT: \$250.00

MAXIMUM ORDER AMOUNT:

NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

ALL

SUB Political Sub-divisions

TOTAL \$0.00

VENDOR:

APPROVED BY:

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000		961	\$0.000000
				\$0.000000
			MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)	
			See attached schedule of services and prices dated March 7, 2006.	



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TERMS AND CONDITIONS

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

- A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
- B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
- C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

- D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material



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All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

N30

NET 30 DAYS

CONTRACT FOR MICROGRAPHIC IMAGING & DIGITAL CONVERSION SERVICES PURSUANT TO THE SPECIFICATIONS, TERMS AND CONDITIONS OF BID NO. BD80100S116 DATED JUNE 7TH, 2001 ON FILE WITH THE DEPARTMENT OF GENERAL SERVICES, PURCHASING DIVISION, HOOVER BUILDING, LEVEL A, DES MOINES, IOWA 50319-0105

NOT FOR DIGITAL SCANNING. REFER TO CT2839MV FOR DIGITAL SCANNING.

STANDARDS:

ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE IN COMPLIANCE WITH ANSI / AHIM STANDARD MS23-1998. THE STATE SHALL PROVIDE A WRITTEN NOTICE OF NON-COMPLIANCE AND GIVE LASON 30 DAYS TO CORRECT.

TWO SIDED DOCUMENTS SHALL RESULT IN TWO DISTINCT IMAGES. IMAGE QUALITY SHALL BE TO THE BEST OF LASON'S ABILITY REFLECTING THE STATE OF THE SOURCE DOCUMENT.

ALL DOCUMENTS SHALL BE PROVIDED CLEANSSED OF STAPLES & PAPER CLIPS; SMALL PAPERS TAPED / PASTED TO A LARGER SHEET READY FOR FILMING OR ADDITIONAL CHARGES MAY APPLY.

CONFIDENTIALITY:

VENDOR AGREES TO COMPLETE CONFIDENTIALITY REGARDING ALL DOCUMENTS AND THEIR CONTENTS PROVIDED FOR IMAGING.

TERMS AND CONDITIONS:

LASON'S STANDARD TERMS AND CONDITIONS SHALL OTHERWISE APPLY TO THIS CONTRACT, AND BE GOVERNED BY THE LAWS OF THE STATE OF IOWA.

INSURANCE: LASON AGREES TO THE FOLLOWING INSURANCE LIMITS:

\$51,000-BLANKET BUSINESS PERSONAL PROPERTY

\$411,000-EDP ELECTRONIC DOCUMENT PROCESSING

\$1,000,000-VALUABLE PAPERS

\$5,000,000-BLANKET BUSINESS

REIMBURSEMENT:

AGENCIES WILL REIMBURSE LASON MONTHLY FOR EACH WORK ORDER COMPLETED SATISFACTORILY. MINIMUM ORDER: \$250.00


PRICE LIST AS OF MARCH 1, 2006:

<u>ITEM</u>	<u>UOM</u>	<u>DESCRIPTION</u>	<u>\$ PRICE PER UOM</u>
1	IMAGE	FILM, PLANETARY, SILVER FILM PROCESSING PLANETARY FILMING (INCL. SILVER FILM, PROCESSING, AND QA), 8-1/2" X 11" DBL MASTER ROLL	\$ 0.042
2	IMAGE	FILM, PLANETARY, SILVER FILM PROCESSING PLANETARY FILMING (INCL. SILVER FILM, PROCESSING, AND QA) MRD-2, LARGER THAN 8-1/2" X 11"	\$ 0.047
3	IMAGE	FILM, PLANETARY, SILVER FILM PROCESSING PLANETARY FILMING (INCL. SILVER FILM, PROCESSING, AND QA) MRD-2, 35MM	\$ 0.088
4	IMAGE	FILM, PLANETARY, SILVER FILM PROCESSING PLANETARY FILMING (INCL. SILVER FILM, PROCESSING, AND QA), K&E 35MM. D & E DRAWINGS	\$ 1.290

<u>ITEM</u>	<u>UOM</u>	<u>DESCRIPTION</u>	<u>\$ PRICE PER UOM</u>
5	IMAGE	FILM, PLANETARY, SILVER FILM PROCESSING ROTARY FILMING, 16 MM (INCL SILVER FILM, PROCESSING, AND QA) MANUAL FEED, SINGLE LEVEL / NO BLIPS.	\$ 0.037
6	IMAGE	FILM, PLANETARY, SILVER FILM PROCESSING ROTARY FILMING, 16 MM (INCL SILVER FILM, PROCESSING, AND QA) MANUAL FEED, MULTI- LEVEL BLIPS.	\$ 0.042
7	IMAGE	FILM, PLANETARY, SILVER FILM PROCESSING ROTARY FILMING, 16 MM (INCL SILVER FILM, PROCESSING, AND QA) SEMI-AUTO, SINGLE LEVEL / NO BLIPS.	\$ 0.033
8	IMAGE	FILM, PLANETARY, SILVER FILM PROCESSING ROTARY FILMING, 16 MM (INCL SILVER FILM, PROCESSING, AND QA) AUTO-FEED, MULTI- LEVEL BLIPS.	\$ 0.036
9	ROLL	FILM, PLANETARY, SILVER FILM PROCESSING PROCESSING ONLY 16MM X 4MIL 100' OR LESS	\$ 5.670
10	ROLL	FILM, PLANETARY, SILVER FILM PROCESSING PROCESSING ONLY 16MM X 2.5MIL 215' OR LESS	\$ 7.730
11	ROLL	FILM, PLANETARY, SILVER FILM PROCESSING PROCESSING ONLY 35MM X 4MIL 100' OR LESS	\$ 7.730
12	ROLL	FILM, PLANETARY, SILVER FILM PROCESSING QUALITY ASSURANCE ONLY 16MM	\$ 2.580
13	ROLL	FILM, PLANETARY, SILVER FILM PROCESSING QUALITY ASSURANCE ONLY, 35MM X 4 MIL, 100 FEET OR LESS.	\$ 2.580
14	IMAGE	FILM, PLANETARY, SILVER FILM PROCESSING UNITIZING, JACKETS 16MM\$ 2.500	\$ 0.026
15	IMAGE	FILM, PLANETARY, SILVER FILM PROCESSING UNITIZING, JACKETS, 35MM	\$ 0.032
16	ROLL	FILM, PLANETARY, SILVER FILM PROCESSING DUPLICATION (INCL.DIAZO FILM, QA, REELS, LABELS, AND SUPPLIES) 16 MM X 4 MIL, 100 FEET OR LESS.	\$ 6.960
17	ROLL	FILM, PLANETARY, SILVER FILM PROCESSING DUPLICATION (INCL.DIAZO FILM, QA, REELS, LABELS, AND SUPPLIES) 16MM X 2.5 MIL, 215 FEET OR LESS.	\$ 8.760
18	ROLL	FILM, PLANETARY, SILVER FILM PROCESSING DUPLICATION (INCL.DIAZO FILM, QA, REELS, LABELS, AND SUPPLIES) 35MM X 4 MIL, 100 FEET OR LESS.	\$ 10.300

<u>ITEM</u>	<u>UOM</u>	<u>DESCRIPTION</u>	<u>\$ PRICE PER UOM</u>
19	ROLL	FILM, PLANETARY, SILVER FILM PROCESSING DUPLICATION (INCL.DIAZO FILM, QA, REELS, LABELS, AND SUPPLIES) 105MM, 1ST COPY INCL. JACKET OR FICHE.	\$ 0.227
20	ROLL	FILM, PLANETARY, SILVER FILM PROCESSING DUPLICATION (INCL.DIAZO FILM, QA, REELS, LABELS, AND SUPPLIES) 105MM, ADDITIONAL COPIES WITH JACKET OR FICHE.	\$ 0.227
21	EA	FILM, PLANETARY, SILVER FILM PROCESSING DUPLICATION (INCL.DIAZO FILM, QA, REELS, LABELS, AND SUPPLIES) CD, FIRST COPY	\$ 15.000
22	EA	FILM, PLANETARY, SILVER FILM PROCESSING DUPLICATION (INCL.DIAZO FILM, QA, REELS, LABELS, AND SUPPLIES) EACH ADDITIONAL CD	\$ 15.000
23	IMAGE	CONVERSION, FILM TO DIGITAL. (ADDITIONAL CHARGES MAY APPLY FOR INDEXING OR POOR QUALITY SOURCE IMAGE)	16MM: \$ 0.0300 35MM: \$ 0.1500
24	HOURL	RECORDS MANAGEMENT MISCELLANEOUS TYPING, FILING, AND DOC PREP:	\$ 18.500
25	HOURL	RECORDS MANAGEMENT MISCELLANEOUS TECHNICAL CONSULTATION	NO CHARGE
26	IMAGE	DOCUMENT SHREDDING	\$ 0.0030 offsite \$ 0.0040 onsite
27	IMAGE	MICROFICHE SCANNING	16MM: \$ 0.090 35MM: \$ 0.350
28:	BATCH	PICK UP AND DELIVERY CHARGE Transport outside Polk County quoted upon request.	\$ 12.500
29.	KEYSTROKE	MANUAL ENTRY OF INDEXING	\$ 0.006
30.		REPAIR OF MICROFILM REEL (CRACKED REEL, FILM TEAR, BROKEN CARTRIDGE, ETC)	\$ 8.000 / ROLL


 DATE: 4/4/06
 ASHLEY SUPER, PA III GSE PURCHASING
 IA DEPT OF ADMINISTRATIVE SERVICES


 DATE: 4/1/06
 LASON, INC.
 BRIAN HABERMAN